

# **EXHIBIT 12**

**AMENDED EMPLOYMENT AGREEMENT**

THIS AGREEMENT dated as of this 1st day of August, 2014, is entered into between JLM COUTURE, INC., a Delaware corporation (hereinafter called the "Company") with offices at 225 West 37th Street, 5th Floor, New York, New York 10018, and Hayley Paige Gutman, residing at 101 West 15<sup>th</sup> Street, Apt #329, New York, NY 10011 (hereinafter called the "Employee").

WITNESSETH:

**WHEREAS**, the Employee is a designer of bridal, bridesmaids, evening wear and related apparel; and

**WHEREAS**, the Company entered into an employee agreement dated July 13, 2011, whereby Company employed the Employee as a designer of brides, bridesmaids, evening wear and related apparel to be manufactured and sold by the Company; ("Agreement") and

**WHEREAS**, the Company and Employee wish to enter into an Amended Employment Agreement ("Amendment") modifying specific terms of the Agreement which, upon execution, along with the ongoing terms and conditions of the Employment Agreement, shall collectively govern the Employee's employment by the Company. The Agreement and Amendment shall be collectively referred to as the Employment Documents.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereby agree as follows:

1. Employment Term. The Company hereby agrees to continue to employ the Employee and the Employee agrees to continue in the employment of the Company on the terms and conditions set forth below for a term commencing on the date this Amendment is fully executed by both parties (the "Commencement Date"), and terminating on August 1, 2019 (the "Termination Date"), unless sooner terminated as provided in the Employment Documents (such initial term of this Agreement is herein referred to as the "Term"). The Company may extend the Term an additional three (3) year beyond the

initial term or an additional five (5) years with an increase of [REDACTED] to Base Compensation as provided in paragraph 4(a) of the Agreement, provided the Company notifies Employee in writing at least ninety (90) days prior to the Termination Date of its desire to extend the term. The compensation for any extended Term shall be as set forth herein with such increases (if any) in the Base Compensation, as defined below, which, in the sole discretion of the Board of Directors of the Company, are deemed appropriate.

2. Duties. Subject to the authority of the Board of Directors of the Company and the control and direction of the President and Board of Directors of the Company, the Employee shall (a) be employed as a designer of the Hayley Paige and Blush by Hayley Paige lines of brides and bridesmaids dresses and shall continue to have the duties set forth in the Agreement with regard to those lines; (b) The Employee shall also be responsible for designing Jim Hjelm Bridal and Occasions. The Employee shall have direct responsibility for the design of the Products for the additional lines. In addition to designing the Products as set forth in (a) and (b) above, the Employee shall perform such other duties and services commensurate with her position as a designer for the Company, as may be assigned to her by an officer of the Company, including, but not limited to, traveling to trunk shows, traveling to China or elsewhere abroad to assist in or supervise manufacturing of any Products, including assisting with advertising programs, and designing bridal, bridesmaids, evening wear and related apparel to be sold under the Jim Hjelm or JLM Couture label.

3. Compensation. For the full, prompt and faithful performance of all the duties and services to be performed by the Employee hereunder, modifying paragraph 4 of the Agreement, the Company agrees to pay and the Employee agrees to accept, the amounts set forth below:

(a) Commencing on August 1, 2014, as Base Compensation, in consideration for her duties hereunder and in the Agreement, Employee shall be paid at the annual rate of [REDACTED] which Base Compensation shall be increased at the rate of [REDACTED] percent [REDACTED] per year.

(b) Commencing on August 1, 2014, as additional compensation, the Employee shall be paid [REDACTED] percent [REDACTED] of annual net sales of the Hayley Paige and Hayley Paige Blush collections, in excess of [REDACTED] per year during each fiscal year of the Term and any extension thereof.

(c) Commencing on August 1, 2014, as additional compensation, the Employee shall be paid [REDACTED] percent [REDACTED] of annual net sales of the Occasions Bridesmaids Products in excess of [REDACTED] Dollars [REDACTED] and [REDACTED] percent [REDACTED] of annual net of the Jim Hjelm Bridal Products sales in excess of [REDACTED] Dollars [REDACTED] per year during each fiscal year of the Term and any extension thereof.

(d) Net Sales of the Products for the purposes of Paragraph 3(b) and (c) shall be computed separately for each fiscal year of the Company (or part thereof, if Employee's employment shall terminate other than at the end of a fiscal year or if Employee's employment shall commence other than at the beginning of a fiscal year). Such computation shall be made as soon as practicable after the end of each such period, but not later than ninety (90) days after the end of each fiscal year of the Company on October 31.

(e) For the purposes of this Agreement, Net Sales of the Products shall mean the Company's gross receipts from sales of the Products and the net proceeds from revenues derived from licensing the Designs (as defined in Paragraph 11 of the Employment Agreement) to a third party, if any, less the usual discounts and allowances to customers, refunds for returned goods, cost of transportation and non-collectable receivables.

(f) The Additional Compensation to be paid pursuant to Paragraph 3(b) and (c) shall be payable not later than 120 days after the end of each fiscal year of the Company.

(g) Unaudited summaries and sales estimates will periodically be made available, as may be reasonably requested by the Designer, as to orders for the collections that Designer is responsible for.

Designer shall be entitled to meet with the company's financial officer at the end of the fiscal year for a comprehensive breakdown of net sales.

(h) If the Company or Employee decides that Employee is not able to continue her additional duties, in whole or in part, as contemplated by paragraph 3, base pay shall be reduced by [REDACTED] for the termination of duties for Occasions Bridesmaids and [REDACTED] for termination of her duties for Jim Hjelm (respectively). In such event, the company will no longer be obligated to make the payments set forth in paragraphs 3(b) and (c) set forth above.

4. The parties acknowledge and agree that all other terms and conditions, not specifically addressed herein, which are conditioned in the Employment Agreement dated July 13, 2011, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this AGREEMENT to be executed as of the date first above written.

JLM COUTURE, INC.

By: \_\_\_\_\_

Hayley Paige Gutman

  
7-15-14